

***United States Court of Appeals
for the Second Circuit***



**APPELLANT'S
REPLY BRIEF**

75-1393

to be argued by APR 10 1976
JOE TRUMAN BOYD

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UNITED STATES COURT OF APPEALS
For the Second Circuit
Docket No. 75- 1393

UNITED STATES OF AMERICA,
Appellee,

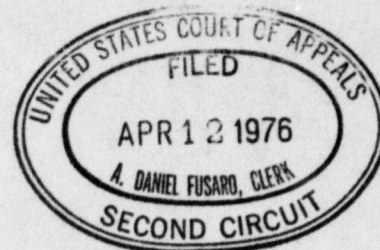
-against-

JOE TRUMAN BOYD, ET AL,
Defendant-Appellant

On appeal from the United States District Court
For The Southern District Of New York

REPLY BRIEF FOR DEFENDANT-APPELLANT
JOE TRUMAN BOYD

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UNITED STATES COURT OF APPEALS
For The Second Circuit
Docket No. 75-1393

United States of America ,
Appellee,
— against —

JOE TRUMAN BOYD ,
Defendant - Appellant ,

BRIEF IN REPLY FOR DEFENDANT BOYD

Preliminary Statement

Defendant-Appellant Boyd, acting Pro-Se because of the refusal of the Court to appoint counsel to assist him in his Appeal, even though this defendant on three or four separate occasions requested counsel be appointed, and this Defendant-Appellee being broke and unable, financially, to acquire the services of competent Counsel, wrote and sent in his Appeal Brief timely, even though he was incarcerated and held ILLEGALLY and HIDDEN by the Government until a mere nineteen days before the Appeal Brief was due, and

Further, the Government refused to assist Defendant-Appellant Boyd to acquire a copy of transcript and even to this date have denied him access to copies of documentary exhibits, and

The Government has lied outrageously in its Appeal Brief and has misconstrued the evidence and exhibits in such a disregard for truth and honesty as to seem unbelievable to this defendant, therefore

Sorely feeling the need for the assistance of Counsel competent to answer this hodgepodge of misrepresentations, and not knowing the proper order in which to put down the facts, Defendant-Appellant Boyd makes this , his Reply Brief, thusly

DENIAL OF DUE PROCESS

A. Illegal Denial of Bond

On October 18, 1975, the Jury having brought in a verdict of "guilty" as to this defendant, the Court set Bond at fifteen thousand dollars (\$15,000.00) and released this defendant appellant on his already existing five thousand dollar (\$5,000.00) personal recognizance bond in order for this defendant to return to his home in Texas and have his sureties sign the Court ordered larger Bond. This defendant returned to Texas and had two sureties sign the Bond, went to the taxing authorities and got tax statements as to the value on the tax rolls of the sureties and then took the bond to the County Sheriff who approved them and then drove one hundred miles to the nearest United States Magistrate and got his approval of the Bond in the space and in the manner prescribed by Law and then sent them to the Court.

The US Attorney refused to approve this bond even though it met every conceivable LEGAL rule; a hearing was then held in Trial Court at which time Judge Pollack ruled that the bond did not meet the requirements and would have to be either cash or made by someone on New Yorks 'Approved List'. (The Court seemed to be saying that this case was New York vs Boyd, or, alternatively, that Texas was not part of the United States.) Boyd, being unable to meet requirements of New York Bondsmen on the 'approved list', arranged a loan of \$15,000.00 from a friend to be sent to New York. Again, the US Attorney refused the cash, stating the bond had been forfeited and issued a warrant for my arrest. Another hearing was held, at which time the Court (Judge Pollack) accepted the cash bond. The bench warrant, which by this time had arrived in Texas, was 'conveniently' not rescinded by the US Attorney and consequently the US Marshals were still trying to arrest this defendant-----clear up through the date of sentencing on December 2, 1975. I charge that the US Attorney was well aware of this and wanted this defendant locked up and absent from the Court on sentencing date. The above facts, in their entirety, apply also to co-defendant Goodloe.

On December 2, 1975, upon being sentenced to five years, the Court raised the bond to \$35,000.00 and made it clear that this bond had to be made by someone on the 'approved' list, even though Boyd had taken Texas Sureties to Court, and remanded Boyd until such time as bond was made. At this point the US Attorney drew up the papers of incarceration for a final serving of Sentence. The US Bureau of Prisons in connivance with the US Attorney, then sent Boyd on a 'merry-go-round', sending him from New York MCC to Lewisburg PA to Columbus Ohio, to Terre Haute, Ind; to Oxford Wis; to Sandstone Minn. This jolly little trip took from Dec 2, 1975 to Jan 21, 1976. AT ALL TIMES PERTINENT HERETO DEFENDANT BOYD WAS WITHOUT COMMUNICATIONS AND WAS LOCKED UP IN SOLITARY WITHOUT ANY ACCESS TO LAW LIBRARIES or any access to his friends who were still trying to make bond.

Meanwhile, back at Court, the US Attorney was still refusing bond approval, EVEN WHEN THE COURT (Judge Pollack) ORDERED HIM TO "TAKE THE BOND, TAKE THE BOND.", and allowing the time for appeal to run. Finally, through the efforts of Defendants wife, and the kind assistance of the ProSe division of this Court, bond was accepted and this defendant commenced on February 11, 1976 his Brief which was due on March 1, 1976.

This defendant-appellant states that at all times above referred to he was entitled to, and should have been released on, bond; that good and sufficient bond was offered by this defendant and that the Government refused to release on said sufficient bonds thereby denying this defendant an opportunity to properly research and make his Appeal Brief. This defendant further charges that all of this illegal detention was a well conceived, though illegal, PLAN of the US Attorney; all for the purpose of denying this defendant-appellant proper appeal process.

B. Illegal Denial Of Counsel

While this defendant Appellant was illegally detained a Motion to withdraw was made by trial counsel, one M. Segal; a hearing on said motion was held and the motion granted----ALL WITHOUT THE APPEARANCE OF THE DEFENDANT, EVEN WITHOUT DEFENDANT HAVING RECEIVED PRIOR NOTICE OF THE HEARING, CERTAINLY A REQUIREMENT OF LAW.

In his motion, Attorney Segal requested that the Court appoint counsel for defendant appellant Boyd for purposes of Appeal. This portion of the motion was denied and the Court ordered Boyd to retain Counsel on or before Jan 16, 1976 or proceed pro se. Boyd, who was being detained and was riding the 'merry-go-round', was not advised of this action, receiving no copy of the court order until Jan 21 at Sandstone Minn. I CHARGE THAT THE US ATTORNEY KNEW THE WHEREABOUTS OF BOYD AT ALL TIMES AND CONSEQUENTLY WITHHELD, ILLEGALLY, COPIES OF THE SEGAL MOTION AS WELL AS THE COURTS RULING AND ORDERS PERTAINING TO SAME, all for the purpose of denying this defendant appellant proper appeal process.

When Boyd finally was able to get off of the 'merry-go-round' and arrived at his final destination, Sandstone, Minn, the time allowed by the court to file the certain of the appeal papers had expired, all according to the well laid plan of the US Attorney, and the appeal had been dismissed---ALL WITHOUT ANY NOTIFICATION TO THIS DEFENDANT-APPELLANT AND ALL ILLEGAL AND - ALL WITHOUT DUE PROCESS OF LAW.

Upon motion duly made, an extension of time for the writing of the appeal brief was granted---giving this defendant appellant nineteen days in which to file his brief. Again, denial of counsel was foisted on this defendant appellant by the Court.

Defendant Appellant Boyd has made four separate motions to this Court to have counsel appointed him in this matter, explaining to the Court that he was broke and with no means of hiring counsel. This Court has consistently refused to address itself to this matter, never having handed down an answer specifically denying said motions; in fact, this courts orders have never even acknowledged that the motions for appointive counsel were made. DEFENDANT APPELLANT BOYD STATES THAT HE HAS A CONSTITUTIONAL GUARANTEE OF LEGAL REPRESENTATION AND THAT TO HAVE DENIED HIM SAME IS WITHOUT DUE PROCESS. HE PRAYS THIS COURT THAT SOMEWHERE ALONG THE LINE THAT HE HAVE THE BENEFIT OF COUNSEL ON THIS MATTER.

REBUTTAL OF GOVERNMENT
BRIEF

A. SYNOPSIS

Under this heading, the Government states "-----
300 documentary exhibits, established overwhelmingly
an elaborate nation-wide conspiracy-----". This is
just not so. The "300 documentary exhibits" were and
are normal, usual and routine business papers used
by anyone in business, such as minutes of Directors
meetings, deeds, legal opinions, Financial Statements,
corporate business letters, etc. A CAREFUL READING
OF THESE DOCUMENTS SHOWS NOT ONE IOTA OF
ANYTHING EVEN PARTIALLY OFF COLOR AND NONE
OF SAID DOCUMENTS SHOULD HAVE BEEN RECEIVED
IN EVIDENCE. They were received only subject to a
later connection, AND NO 'LATER CONNECTION' WAS
EVER MADE. (GB 4, Par 1) *

No conspiracy began in October 1969 (GB 4, Par 2)
when Boyd and Joiner discussed how to "make some
money with" a shell corporation. This conversation
was a very small part of a long visit between these
men in which many business ventures were discussed,
all with the aim of MAKING SOME MONEY. If it is
illegal to have business talks about making money, save
us all.' Boyd did not "bought Goldfield Candelaria
Mining Company, Inc." Boyd purchased, AS REPRESENT-
ATIVE OF "JOE BOYD AND ASSOCIATES", Select
Enterprises, a legally active Corporation duly licensed
by the State of Nevada, NOT A DORMANT PRE-1933
Nevada shell corporation. (GB 4, Par 2).

"Meanwhile, Goodloe and Ford were engaged in
acquiring three purported assets for Select - ----"
is false. Boyd, Goodloe, and others, had owned the
Mica mines for quite a long time, already. Goodloe
and others had owned the "Texas oil and gas leases"
for quite a long time already. The "desert California
land" was not even known about at this time. (GB 4, Par 2)

* the letters GB refer to Government Brief. the following
number refers to the page of same. next is Par referring
to Paragraph and then the number of same.

There were no "three fraudulent Select Balance sheets". The "300 documentary exhibits" proved that Select owned each and every Asset it claimed and that it had not only the right, BUT THE ABSOLUTE OBLIGATION TO MAKE THIS INFORMATION PUBLIC, this obligation is set out under the same statute that was used to prosecute the defendants. Damned if you do; damned if you dont! (GB 4, Par 2)

At this point, I think it proper to bring out that the values placed on the various assets of Select were from proper and quite legal appraisals furnished Select by outside appraisers and based upon properly qualified OUTSIDE information and that the values were then quite properly accepted by Selects Board of Directors and that Minutes were cut whereby these values were carried to the books and records of Select, in a proper, legal, and businesslike way. I know of no other legal way to arrive at values. Again, the CPA who prepared the financial balance sheets was acquitted by the jury.

In GB 4, Par 3, the various documents signed by Knisely are referred to as "Fraudulent". Knisely signed as President of Select those items normally signed by that officer, NONE OF WHICH WERE OR ARE FRAUDULENT. These were merely business papers of various kinds which you must keep to meet the various regulations of the bureaucrats. Damned if you do; damned if you dont!

The \$15.00 per share price of the stock mentioned in GB5, Par 1 was simply because that was the book value of Select and Select felt, properly, it seems to me, that it did not want a bunch of brokers getting rich buying in low and then selling high. Yes, Select insisted upon an honest price on its stock.

The SEC inquiry. The Cover-up. The fraudulent due diligence. The faricated and backdated documents

and fraudulent balance sheets. All lies and figments of an overactive imagination. (GB 5, Par 2) The SEC inquiry was based upon an order because of insufficient financial data. Select had all its information widely distributed to the public, as required by law. When this was made known to the SEC, they agreed that all criteria had been met. THERE IS NOT ONE BACK DATED INSTRUMENT. Every single instrument is dated on the day of its act. As to the Diamond and Riverside contracts, to which the Government so very often referred to as 'back-dated', both of those items were began in negotiation at the time of the acquisition of the Select entity and the bargain for them was struck on the dates referred to in the contracts. It would make no difference when the contracts were signed; only the date of effectiveness as outlined in the contract was material. This is done in contracts so routinely, it is ridiculous to even bring the attention to the date of signature.

The certified balance sheet was not given by Boyd to the SEC midway in an April 2-11 trading suspension, but PRIOR to that date. Boyd received an apology from the SEC on the Suspension. Just another instance of the Governments lies. Again, Mullenax had not joined any conspiracy by then (GB 5, Par 3) Mullenax at this point was unknown to any one in Select. Again, Mullenax was not a front man; to the contrary, he was handling his own business. The stock Mullenax had was part of a deal struck whereby Mullenax and Rouse were to cause to be merged into Select several Insurance and other Companies they controlled. At this point, Select was being told that SEC had no further interest in them and would not interfere further in market matters. Select was off and running in the minds of Mullenax and the Select people. Certainly no one, AT THAT POINT, had any idea that everyone connected with the Government were liars. It was not long before both Mullenax and the Select group found out that you can put no confidence in anything told you by the SEC. A dirtier group of liars has never been known to this writier.

B. THE GOVERNMENTS CASE

1. The early meetings between Boyd and Joiner

In the GB 6, Par 1 statements, this was conversation that took place over several meetings and was only partially reported. There were present at these meetings not only Hale but any number of people and many business ventures were cussed and discussed. Again, Joiners previous conviction was not discussed; Boyd only found out about that after moving to Dallas.

2. Boyd Meets Segal

Under this tidy little heading, the US Attorney brings in Joiner and Hales bank activities with Pioneer; no part of the Select thing; just their usual and ordinary business. They also very very conveniently bring in Acton. Boyd had never met Acton until sometime later in Nevada. (GB 6-7, Par)

Boyd met Segal, who was introduced as a market maker. A deal was struck. Segal was to make market. Boyd agreed to advance Segal one hundred thousand shares of stock against the Riverside acquisition. It was agreed that Boyd would accept lettered stock and would give Segal 'exempt' stock which was necessary for use in making market. It was Boyds understanding AND STILL IS, that this is legal, usual, and necessary. Segal did tell Boyd what he needed for his market making venture, though I do not recall its having been referred to as a 'due diligence'. Boyd did furnish and agree to furnish whatever documents required in the market making. BUT BOYD NOR SEGAL NOR ANYONE ELSE AGREED TO DO ANYTHING OF AN ILLEGAL NATURE. To the contrary; Segal at all times insisted that everything must be done to keep this thing legal; sentiments wholeheartedly acquiesced in by Boyd. Even when the SEC started their Bull S., both Segal and Boyd in their numerous conversations and meetings agreed that all things must be done to keep Select legal. At all times when Segal asked for documentation it was furnished him. ALWAYS LEGAL.

Yes, Boyd agreed to put his personal stock in a lock box so Segal could be sure Boyd would not back door. It was insider stock and Boyd would be breaking the law if he sold it. However, Boyd WAS AND IS under the impression that said stock itself was free trading; Boyd was the insider, not the stock.

Yes, the sellers of Select sold 1,156,603 shares. But Boyd did not receive those shares. Boyd received just exactly the amount he has always claimed. The contract of purchase was not between only Boyd and the sellers, but between Boyd and Associates.

4. Select Issues Its First Stock

Under this innocuous heading, only discussions of stock transfers are made by the Government, never is mention made under this heading of an actual stock being issued. Is it illegal to transfer stock? Especially this referred to stock that had been properly issued and outstanding since 1915? I believed then and believe now that that stock was and is EXEMPT FROM THE REQUIREMENTS OF THE SECURITIES ACT OF 1933.

5. The January 22 Select Board Of Directors Meeting

Under this heading on GB 11, Parl., the US Attorney says "Significantly, however, the minutes for the Jan 22 meeting do not recite any resolution concerning Selects acquisition of assets or issuance of stock. Those things are recited to have been dealt with at a purported meeting of Jan 23----where 423,334 shares of "unregistered" and "restricted" Select stock was authorized to be issued----" Now, the significant thing is that these meetings were held just exactly on those dates and for the purposes stated in the minutes of each meeting. Yes, Maam, the 423,334 shares were issued. Yes Maam. They were marked "restricted--unregistered---investment lettered---" EVERY CERTIFICATE THAT SELECT ENTERPRISE EVER ISSUED WAS SO MARKED. THERE IS STILL NOT ONE SINGLE CERTIFICATE THAT HAS BEEN ISSUED BY SELECT THAT DOES NOT CARRY SUCH A LEGEND. Now, those certificates that were

issued by Goldfield Candelaria PRIOR TO THE ACT and subsequently TRANSFERRED do not, and are not required to be, so legended. INSIDER they may be; UNREGISTERED they are not. Consequently, there never was one single share of UNREGISTERED Select stock traded nor offered for sale nor even used as collateral in bank transactions.

Yes, 3 assests are listed on the balance sheet as of Jan 27, 1970. (GB 11, Par 2) Thats the assets that Select owned on that date. And, yes, those 3 assets plus a fourth - the Patio Building in Midland Texas from Maxson - are included as Select assets ---- as of February 20, 1970. Very simply (too simply, perhaps, for the US Attorneys mentality) Select did not receive a deed PHYSICALLY to the Patio Bldg until subsequent to the Jan 27 statement, but did receive said deed PHYSICALLY prior to the Feb 20 statement. So simple. All instruments were signed on the dates stated thereon. There positively and absolutely was no back dating as alleged. More lies.

6. Boyd and Segal Lock Up the Stock

Under this heading it is stated that Boyd delivered the Zahl and Glants shares. He did not. That statement is a lie. He did put the Goldfield Candelaria certificates in a lock box and he did allow Segal a piece of the box control on those. After all, those certificates belonged either to Boyd or Boyd was the nominee on them. He had an absolute right to do as he wished with that property. To state otherwise is ridiculous. Boyd undoubtedly also brought the other documentation mentioned there. There was nothing illegal about any of these instruments. Again, the significance of what Boyd did or did not show Segal in New York is not germane to this case. Boyd, in all probability, showed Segal numerous items not mentioned anywhere and failed to show other items. This is a part of every business conference ever held. The significance is that the US Attorney finds it significant. (GB 12, Pars 2-3)

7. The Jan 27 Select Documents Boyd Delivered to Segal

Boyd did not return to Texas and "unsuccessfully" seek Joiners help in obtaining certified financial statements for Select. (GB 13, Par 2) After all, as was well known to Boyd, Joiner was not a CPA. What Boyd did do was to interview numerous CPAs until he arranged for the work he wanted done. Bill G. Elms was not an accountant in Webers Building in Odessa. More lies. Boyd not only discussed "a proposed merger" with Elms, but discussed all of the at-that-time financial information with Elms. And, quite probably, discussed the hopes of future business with Elms. After all, at that time they were having a conference re: Elms doing the Auditing for Select. The conversation was completely normal and businesslike. The reason Barnett ended up on the Certificate instead of Elms is simply that Elms was tied up on other work when the Audit became desirous to Select. A perfectly normal logical sequence of events.

Under this same heading the Government also and again mentions a meeting between Boyd & Joiner in Lamesa Texas and describes monies passed between the individuals. This was money having to do with business transactions between the individuals. Also mentioned is that Boyd gave Joiner a "status report" That conversation was just naturally about business matters of interest to the individuals, one of which was the Select matters. Nothing illegal was discussed nor contemplated. And, undoubtedly, ---"he showed Joiner---" various documents on various items. After all, they were in business together. Again, nothing of an illegal nature was discussed.

8. The Falsity of the Jan 27 Documents

This entire writing is false and a pack of lies. (GB 15, pars 1-2-3) The balance sheet listed assets to which Select DID have title. The values stated

are NOT grossly overstated. The values were the values that were made by outside appraisers and Select was legally required to make them public. Kniselys statements were accurate in every respect and fairly represented the intentions of the Company and would have been vigorously pursued had it not been for the interference of the Government. Under sub-section a. The New Mexico Mica Mines, those values were taken from a Government Bureau of Mines publication and were relied on By Select ; this, admittedly, was before Select came to the conclusion that ALL Government Bureaucrats lie. Perhaps, on second thought, we should not have relied on the Bureau Of Mines Publication. Select did own the property. Under sub sub-section i. Title, the Government makes a big to-do about the dates of conveyance of the property and the dates of filing same. This has no bearing on anything. Quite often there may be long delays----with good reason----between conveyance dates and filing dates. However, one should not expect a US Attorney to be aware of these normal business procedures. Then, under sub sub-section ii, a lot of B.S. is put forth. The value that Select put on its Mica, as stated, was derived from authentic sources;--Select was not interested in values others had discussed nor with whom and under what conditions they were discussed. Again, except for Governmental interference, the Mica mines would have made mucho dinero for the holders of Selects stock. That Mica is still there and so is the market.

b. The Grube Property

GB 17 & 18 discuss the South Midland Grube property. Boyd was instrumental in acquiring these properties for Select from Grube. Grube was the sole stockholder of South Midland Dev. & Comm. Corps. and conveyed on the day of the contract in Reno Nevada. Title was good. Values were placed by outside appraisers. Select was & is satisfied with the transaction. Addittionally,

Grube agreed to convey two small Nevada ranches, one 640,000 acres /and the other 1,300,00 acres . He only wanted to wait and see if the Market stayed strong. Again, except for Governmental interference the holders of Select stock would have been ahead. The so-called side deal between Boyd & Grube (and others on other deals) was a private deal involving Boyds personally owned EXEMPT stock and was done for the benefit of Select and its stockholders. Boyd thought at the time and still does think, that it was for a good purpose. (The purpose of this particular formula was to remove debt from Selects property and was legal in every respect.) It is a lie when the US Attorney says the contracts were signed on March 26. Again, they were signed and dated the same day.

c. The Texas Oil & Gas Leases

Under this heading the Government really goes out on a limb. Because of Governmental interference , Select has lost its interest in this property. The US Attorney questions the value. The property is now producing and tied on to pipe lines AND NOW IT CARRIES A VALUATION IN EXCESS OF THE TOTAL FINANCIAL STATEMENT OF SELECT. Because of its interference, THE GOVERNMENT DEFRAUDED THE SELECT STOCKHOLDERS OUT OF UNTOLD WEALTH. Peterson was never a part of these leases; (GB 19, Pars 2-3 and GB 20, Pars 1-2) his deal with Goodloe was on entirely different tracts of land. Again, the Government lies. Intentionally.

Under section 9, pages 20, 21, and 22, the Segal market activities, Boyd was not privy to these nor is he well, if at all, acquainted with the parties that are mentioned. I will only say that IF Boyds confirmation slip showed up in Goodloes hand (GB 22, Par 2) Boyd is at a loss to explain it.

As will be seen from section 10, par 1, page 22(GB), the reason the Patio Bldg was not on the Jan 27 statement is plain to see (except for US Attorneys). The date

of its execution and notarization is the following day, Jan 28, 1970. That is the date of the transaction. Remember, Maxson sold Select the Patio and attended the board meeting in Abilene and he furnished all the data on that, including the deed. Again, this entire Patio discussion be US Attorney is a pack of lies. Intentionally.

Under section 11, the cover-up begins section, there was naturally conversations between Segal, Boyd and others as to the SECs interest. and , Naturally, it was stated by Boyd, Segal, as well as all others , to be sure and check and make sure that everything was in order. This did not constitute a cover-up. It DID show that these people would have enough sense to get in out of the rain or to take cover if someone started shooting at them. The entire Governmental conversation on this cover-up topic only says that these men were concerned and expected to take such action that they found necessary, all legal, proper and businesslike as well as prudent. After all, these people had an obligation to the shareholders not to be pushed around by some bureaucrat. They have totally failed that obligation. In defense of that failure, I would like to make the observation that it is terribly difficult to fight an Army, Navy, and Treasury. The Government, through its sheer size and its awesome powers, over came the best that Select could do. However, if it had honored its Ft Worth pledge not to interfere with the Select Market, Select today would, I am convinced, be among the top 100 Corporations in the world. Under sub-section b discussing stock "issuances", all stock TRANSFERS were done in Nevada by Nevada National Registrars, a duly licensed and insured transfer agency. Select and its controlling parties had no control and very little correspondence with these people. They certainly paid absolutely no attention in what order certain certificates were transferred nor to whom. Upon Governmental harrassment, Nevada National Registrars refused to continue as Transfer Agent, so Select was forced to look elsewhere. Thereafter, Rocky Mountain Transfer gave us back our transfer records after visits from SEC. Harrassment in this quarter was a real problem. I am

unable to make heads or tails out of the US Attorneys remarks under a. on GB 26, Par 1.

Under sub-section c GB 26, Par 2, the Government just absolutely flabbergasts me with the outright lie that " Under date of March 4, 1970, THE DAY AFTER GRUBE AND BOYD SIGNED THE GRUBE PROPERTY ACQUISITION AGREEMENTS IN RENO-----" All the evidence shows very clearly that THAT WAS NO WHERE NEAR THE DATES OF THE GRUBE CONTRACTS. Why all these lies ? And then Lies on top of lies ?

Under section 12 of GB the Government again mentions that old phibia 'cover-up'. There was not any cover-up. Only business men going about their business, which was negotiating for good quality acquisitions.

The California Land. The US Attorneys have a ball with this one. Following are the facts. The California land, along with other assets as a package were presented to Select in 1970, along with an appraisal on the California land. Select checked and found that after the date of the appraisal, the appraiser had died. Also, the other assets in the package offered Select were not desirable to Select. Select then stated its interest in the California land only, but said it would have to have an additional appraisal on same and would require a title policy to the deed. The Marquardt appraisal was furnished and checked out. It was found to be good but did not cover all the properties conveyed. It was then arranged that Marquardt would give an additional piece of work covering the entire property. It was then said that title insurance could be furnished but a requirement was that they be able to show that there was a conveyance and the sellers offered to convey to Select, allowing the consideration therefor to be held by a trustee of Selects choice, until such time as Select was satisfied with title. Select chose Boyd as trustee to hold the stock. Boyd

still holds that stock. When the sellers deliver title insurance, Boyd will, according to the terms of the deal that was struck, deliver to them the stock. Even the Governments witness Brinlee says still that title insurance can be produced. That is the California land deal. I still think it is a good piece of business. The land in question flows from a Spanish land grant. The grant is good period.

EMS. Dr Chapel had about twenty years experience in the management of Doctors. He was and is very good at his business. His Company, EMS, was in financial straights. Select felt like with its backing EMS could be a real producer. Select made its decision based on sound business reasons. Except for the interference of the Bureaucrats, it would have made a fine acquisition.

Boyd is totally unfamiliar with the next item, the Stroud property. This is the first time I've heard of it, so cannot discuss same.

GB 31 says The Cover Up Continues. Then it mentions that Boyd went to the SEC. Boyd did so go to the SEC. Boyd did make certain statements to the SEC. All truthful at the time made and under Boyds best knowledge at the time.

The next section, 14, deals with The March 2 Certified Financial Statement. Much work had been done prior to the March 26 Board meeting at Fords Abilene Offices. Legal opinions obtained. Appraisals and geology reports. Etc. Etc. The CFA kept saying he needed certain things from the Board, so a Board meeting was called so he could get whatever he needed and make his audit. Select requested and got attendance at that meeting of any party who could contribute any information required. Maxson for the Midland properties; Chapel on EMS; Ford and Goodloe on the Mica, the Oil and Gas and the California properties. In other words, Select was attempting to accomplish with the one meet

what had been expected to take a much longer time. Is this criminal ???? Again, all of the values presented on the financial statements were gained from people knowledgeable in all respects to so evaluate. And, not only was Select privileged to use that information, but WAS MANDATED BY THE SECURITIES ACT TO SO USE IT. Damned if you do; damned if you dont.

Under GB section 15, page 33, of course a news release to stockholders was prepared. Its good business and required by law. Select gave out the information it had. There was and is not a thing wrong with that material.

Next we have 16. April 1970: Restoring the False Market in Select Stock. Yes, we tried and tried to 'restore' the market in Select stock. It should never have been suspended in the first place. Select threatened to sue the SEC for their ILLEGAL suspension and instead allowed the SEC to talk us out of the suit by their promises not to further interfere in Selects market. Thereafter when we would try and get a market started SEC would stop the Brokers with THREATS against their livelihood. When Select questioned SEC on these threats, SEC would deny any interference. This was the time when we first found out that no trust can be placed in Government bureaucrats; they prefer to lie when the truth would serve much better. I see no indication of a change in that .

On the Mullenax loan matters. Boyd first met Mullenax and Mullenax first became aware of Select in early May of 1970. Mullenax, along with Rouse owned several insurance companies which looked as though they would be good acquisitions for the Company. A deal was struck. Part of the deal was some 'exempt' stock so that they could clean up their own business. Mullenax had nothing to do

with Select, its management, its market, its properties, its people nor any of its business. Had it not been for the Governmental interference, I beleive he could have been quite helpful and would have made an excellent addition to its management. He is an astute, hardworking and honest business man. I sincerely hope this affair does not make him overly bitter at his (?) Government. (By reading this, its easy to see that 'this affair' has not made the writer bitter.)

Mr Ford and Mr Barnett, along with those other defendants, made the mistake of being for hire in their professional capacities. Neither of these gentlemen were a part of Select; only hired to do those LEGAL things of which they had some expertise. That was the Select 'Conspiracy'; to always have the best men for the job at hand--in a businesslike and LEGAL manner. Their 'crime' was being caught under the governmental juggernaught, not doing anything criminal.

ARGUMENT REBUTTAL

This is the area in which Defendant Appellant Boyd most sorely hurts on the Courts Blatant disregard of due process in consistently denying Counsel to represent him in this matter. I do not have anywhere near the necessary legal training to even understand the terminology of the US Attorney much less the rest of his argument . As a for-instance: On point 2 (GB 47, Par 5) , the US Attorney says " Boyd and Mullenax---relying on McClure v First National Bank of Lubbock, -----THAT IS NOT THE LAW IN THIS CIRCUIT. " Do we have different laws in each circuit ? Especially in this instance when the Supreme Court seemed to agree with the 5th circuit in McClure. As Boyds Texas bond was not good in the Federal Courthouse in New

York, perhaps other appellate decisions are also not recognized .

Another example of a lie from the Government is found in GB 48, Par 2, wherein the US Attorney states "No defendant introduced evidence to provide a predicate for an exemption argument, nor did any of the Governments witnesses provide such a predicate." All of the Governments witnesses who gave evidence concerning the pink sheets and market making gave such evidence. Witness the copies of the applications to the Pink Sheets introduced by the Government through its own witnesses; they all state that they are being offered relying on an exemption. Again, the Government "No defendant timely requested any charge on the so-called grandfather clause exemption-----or any other sort of exemption----" (GB 48, Par2). Objections were made when the defendants found out that no such charge was being given to the jury. How timely can you be ??

In GB 48, Par 3 the Government claims "---the evidence made clear that a "new offering" of Select stock was in progress---" This is another instance of a Government lie. The evidence very clearly indicates that the only "new offering" stock of Select was the LEGENDED, INVESTMENT LETTERED, RESTRICTED, stock that Select issued for acquisition purposes; all stock subject of this law suit was pre-SEC issued in 1915. Again, this defendant appellant would reiterate that the exemption was so important that the Jury sent notes to the Court on two separate occasions asking for clarification.

Again, we say that if illegally introduced evidence is thrown out there could be no final conviction. Again, we state that there was much evidence of multiple conspiracies . Again, we state that due process was not followed as to this defendant-appellant, in that the court denied him legal counsel. THE JUDGEMENT OF CONVICTION SHOULD BE REVERSED.

Respectfully submitted,

Joe Truman Boyd
Pro Se Attorney for Himself

cy given to U.S. atty
4/12/76
S. Knecht
Deputy Clerk